UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

MICHAEL R. DUNLEAVY, THOMAS H. HIGGINS, THOMAS R. McINTYRE, JR., TODD MICEK, CHARLES L. FUELLGRAF, III and JAMES J. FERRY, II, as trustees of the WESTERN PENNSYLVANIA ELECTRICAL EMPLOYEES PENSION, INSURANCE TRUST, DEFERRED COMPENSATION and WAGE & FRINGE FUNDS and CHAD JONES as agent for the NATIONAL ELECTRICAL BENEFIT FUND,	)	Civil Action No.
Plaintiffs,	)	
v.	)	
STAR ELECTRIC COMPANY, INC.	)	
Defendant.	)	

COMPLAINT

1. Jurisdiction of this action arises under §502 and §515 of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), 29 U.S.C. §1132 and §1145, §404(b) 29 U.S.C. §1104, §406 29 U.S.C. §1106, §409 29 U.S.C. §1109, and also under §301 of the Labor-Management Relations Act of 1947 ("**LMRA**"), 29 U.S.C. §185, in that Defendant Contractor has failed to pay fringe benefit contributions and wage deductions to Plaintiffs in violation of a certain collective bargaining agreement entered into with the Local Union No. 5, International Brotherhood of Electrical Workers ("**Electrical Workers Union**"), an employee organization.

2. Plaintiffs, Michael R. Dunleavy, Thomas H. Higgins, Thomas R. McIntyre, Jr., Todd Micek, Charles L. Fuellgraf, III and James J. Ferry, II, are trustees of the Western Pennsylvania Electrical Employees Benefit Funds that are comprised of the Pension, Insurance Trust, and Deferred Compensation Funds. Chad Jones is the authorized agent of the National

Electrical Benefit Fund (collectively referred to as the "**Funds**"). The Funds maintain their principal place of business for Funds' purposes at 5 Hot Metal Street, Pittsburgh, Pennsylvania 15203-2355.

3. Such Funds are employee benefit plans established and maintained within the meaning of ERISA, and Plaintiffs are bringing this action on behalf of the trustees, participants and beneficiaries of said Funds.

4. Star Electric Company, Inc. (hereinafter "**Contractor**") maintains its principal place of business at 120 23rd Street, Pittsburgh, Pennsylvania 15215.

5. Contractor executed a Letter of Assent with the Electrical Workers Union.

6. By means of the Letter of Assent, Contractor became obligated to a collective bargaining Agreement ("**Agreement**") pursuant to which Contractor was required to submit certain monthly payments to the Funds for pension, medical, deferred compensation, apprenticeship, vacation, dues, industry and other purposes subject to the provisions of the certain trust agreements covering the Funds for the benefit of employees covered under such Agreement.

7. In violation of the aforesaid agreements, Contractor has failed to make timely payments of benefits, wage deductions and other monies to the Plaintiffs for December 2016 and January 2017, which has resulted in a principal delinquency of $311,692.10, interest through February 28, 2017 is $3,183.27, and liquidated damages of ten (10%) percent of the total fringe principal owed of $30,096.91 are due Plaintiffs, for a total deficiency of $344,972.29. Interest will continue to accrue after February 28, 2017 at the rate of (a) one (1%) percent per month for the WPEE Pension, Insurance Trust, Joint Apprenticeship, Wage & Fringe Benefit Trust Fund and Deferred Compensation Funds; (b) one-half (½%) percent per month for the Local Labor-Management Cooperation Committee, National Labor-Management Cooperation Committee, Western PA Electrical Contractors Administrative Fund, Gross Vacation and

Additional Working Dues; and (c) ten (10%) percent per year for the National Electrical Benefit Fund.

8. Pursuant to the aforesaid agreements, Defendant Contractor is also obligated to Plaintiffs to pay Plaintiffs' reasonable attorneys' fees equal to twenty (20%) percent of the total fringe deficiency, but not less than $850.00. Such fees and expenses total $64,896.95 through February 28, 2017. Plaintiffs also claim attorneys' fees on any additional amounts shown to be due by Defendant Contractor to Plaintiffs until termination of this case.

9. Plaintiffs also claim any additional amounts that may be shown to be due as a result of any audits performed by Plaintiffs or remittance reports submitted by Defendant Contractor to the Plaintiffs until the termination of this case. Plaintiffs estimate that each such monthly report will total at least $200,000.00. If it is determined that employer owes additional principal amounts to the Funds, interest at the rate of (a) one (1%) percent per month for the WPEE Pension, Insurance Trust, Joint Apprenticeship, Wage & Fringe Benefit Trust Fund and Deferred Compensation Funds; (b) one-half (½%) percent per month for the Local Labor-Management Cooperation Committee, National Labor-Management Cooperation Committee, Western PA Electrical Contractors Administrative Fund, Gross Vacation and Additional Working Dues; and (c) ten (10%) percent per year for the National Electrical Benefit Fund. Liquidated damages will also be assessed on unpaid principal fringes. In the alternative, Plaintiffs reserve the right to assert a claim for such additional amounts due either in this or a separate legal action.

10. Plaintiffs have demanded payment of these amounts, but Defendant Contractor has neglected and continues to neglect to pay such amounts.

11. Defendant Contractor's failure to pay such delinquencies has caused the Funds to suffer loss of investment income, to incur additional administrative expenses, and has resulted in less monies being available to provide pension, medical, and other fringe benefits to electrical workers and their families.

12. Plaintiffs are without an adequate remedy at law and will suffer immediate, continuing and irreparable injury and damage unless Defendant Contractor is ordered to specifically perform under the federal statutes and agreements herein described and is restrained from continuing to refuse to perform as thereunder required.

WHEREFORE, Plaintiffs demand the following relief against said Defendant Contractor:

(a) A preliminary and/or permanent injunction enjoining Defendant Contractor from violating the terms of such agreements and directing said Defendant Contractor to make immediate payments of all monies past due and timely payments of all monies to become due to Plaintiffs pursuant to said agreements, and enjoining defendant Contractor from disposing of assets; and

(b) For Defendant Contractor to be required to file complete reports with Plaintiffs covering all aspects of such defendant's business operations from February 2017 through the present; and

(c) For Defendant Contractor to present for audit, inspection and/or copying all payroll, unemployment compensation tax and other records pertaining to hours worked by such defendant's employees from the last two years to enable Plaintiffs to verify the accuracy of the amounts paid and/or due and owing to the Plaintiffs; and

(d) For a money judgment in favor of Plaintiffs and against defendant Contractor in the sum of $409,869.24, plus such additional amounts shown to be owed to Plaintiffs until termination of this case, plus interest, liquidated damages and attorneys' fees, plus costs of suit; and

(e) For the Court to retain jurisdiction of the case pending compliance with its orders; and

(f) For such other and further relief as the Court may deem just.

TUCKER ARENSBERG, P.C.

Jeffrey J. Leech

Jeffrey J. Leech, Esquire
PA I.D. No. 16859
Neil J. Gregorio, Esquire
PA I.D. 90859
1500 One PPG Place
Pittsburgh, PA 15222
(412) 566-1212; Fax (412) 594-5619
Attorneys for Plaintiffs